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|---|--|--|--|--|--|--|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS | | | | 1. Requisition Number SEE SCHEDULE | | Page 1 Of 11 | |
| Offeror To Complete Block 12, 17, 23, 24, & 30 | | | | | | | |
| 2. Contract No. DAAE20-00-D-0041 | | 3. Award/Effective Date 2000MAY25 | | 4. Order Number | | 5. Solicitation Number | |
| 6. Solicitation Issue Date | | | | | | | |
| 7. For Solicitation Information Call: | | A. Name LYNN HULTMAN | | B. Telephone Number (No Collect Calls) (309) 782-6386 | | 8. Offer Due Date/Local Time | |
| 9. Issued By TACOM-ROCK ISLAND AMSTA-CM-CRES ROCK ISLAND IL 61299-7630 e-mail: HULTMANL@RIA.ARMY.MIL | | Code W52H09 | | 10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: 8299 Size Standard: | | 11. Delivery For FOB Destination Unless Block Is Marked | |
| | | | | | | <input checked="" type="checkbox"/> See Schedule | |
| | | | | | | 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) | |
| | | | | | | 13b. Rating DOS1 | |
| | | | | 14. Method Of Solicitation | | <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| 15. Deliver To SEE SCHEDULE | | Code | | 16. Administered By PR ACALA ATTN FIN AND ACCT OFC ROCK ISLAND IL 61299-6000 | | Code W52H09 | |
| Telephone No. | | | | | | | |
| 17. Contractor/Offeror SAINT AMBROSE COLLEGE OFFICE OF RESEARCH AND SPONSORED 518 W LOCUST ST DAVENPORT IA 52803-2829 | | Code 6J034 Facility | | 18a. Payment Will Be Made By DFAS ST LOUIS ATT DFAS-SL-FPV 4300 GOODFELLOW BLVD BLDG 110 PO BOX 200009 ST LOUIS MO 63120-0009 | | | |
| Code | | | | Code HQ0304 | | | |
| Telephone No. | | | | | | | |
| <input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer | | 18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum | | | | | |
| 19. Item No. | | 20. Schedule Of Supplies/Services | | 21. Quantity | | 22. Unit | |
| | | SEE SCHEDULE Contract Expiration Date: 2002OCT31 (Attach Additional Sheets As Necessary) | | | | | |
| | | | | | | 23. Unit Price | |
| | | | | | | 24. Amount | |
| | | | | | | | |
| 25. Accounting And Appropriation Data | | | | | | 26. Total Award Amount (For Govt. Use Only) \$0.00 | |
| <input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached. | | | | | | <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached. | |
| <input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda | | | | | | <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached. | |
| 28. Contractor Is Required To Sign This Document And Return 2 Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein. | | | | 29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items: | | | |
| 30a. Signature Of Offeror/Contractor | | | | 31a. United States Of America (Signature Of Contracting Officer) | | | |
| 30b. Name And Title Of Signer (Type Or Print) | | 30c. Date Signed | | 31b. Name Of Contracting Officer (Type Or Print) PATRICIA J HARMON HARMONP@RIA.ARMY.MIL (309) 782-5717 | | 31c. Date Signed | |
| 32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted | | | | 33. Ship Number | | 34. Voucher Number | |
| | | | | <input type="checkbox"/> Partial <input type="checkbox"/> Final | | | |
| 32b. Signature Of Authorized Government Representative | | | | 32c. Date | | 35. Amount Verified Correct For | |
| | | | | | | | |
| 36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final | | | | 37. Check Number | | | |
| 38. S/R Account Number | | | | 39. S/R Voucher Number | | 40. Paid By | |
| 41a. I Certify This Account Is Correct And Proper For Payment | | | | 42a. Received By (Print) | | | |
| 41b. Signature And Title Of Certifying Officer | | | | 41c. Date | | 42b. Received At (Location) | |
| | | | | | | | |
| | | | | 42c. Date Recd (YYMMDD) | | 42d. Total Containers | |

Authorized For Local Reproduction

Standard Form 1449 (10-95)
Prescribed By GSA-FAR (4.8 CFR) 53.212

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| Name of Offeror or Contractor: SAINT AMBROSE COLLEGE | | |

SUPPLEMENTAL INFORMATION

| | Regulatory Cite | Title | Date |
|---|-------------------------|---------------------------------|----------|
| 1 | 52-201-4501 TACOM-RI | NOTICE ABOUT TACOM-RI OMBUDSMAN | NOV/1995 |

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

- 1. has inappropriate requirements; or
- 2. needs streamlining; or
- 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-CM-CR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3223
Electronic Mail Address: AMSTA-CM-CR@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)
SUPPLEMENTAL INFORMATION

- This contract constitutes the award of a long term (2 year), firm-fixed-price, indefinite-delivery indefinite-quantity (IDIQ) type contract for as series of eight (8) undergraduate level college courses as specified in the Performance Work Statement (Attachment 001). The performance period will not exceed October 31, 2002.
- The contract will span two (2) fiscal years--FY 2001 and FY 2002. There are four (4) ordering periods within each fiscal year--October, January, March, and August. A delivery order will be placed for each ordering period. Orders will be placed either telephonically or via electronic mail by the Ordering Officer. Ms. Barbara J. Winegar is appointed by the Procuring Contracting Officer as Ordering Officer for this contract. Specific courses, the number of class sessions, and the number of students included in each delivery order will be determined based on need and available funds for that ordering period.
- This contract guarantees a minimum of one (1) class with ten (10) students. The stated minimum will be ordered in the first ordering period.
- This contract in no way obligates the Government to place any orders beyond the first ordering period nor in any quantity greater than the stated minimum.
- All delivery orders placed under this contract will be done so unilaterally by the Government.

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6. All delivery orders will be placed utilizing the unit price of agreed to in negotiations by St. Ambrose University and the Government.

7. Unless specified in the delivery order, all classes will be held on-site at Rock Island Arsenal, Rock Island, IL.

*** END OF NARRATIVE A001 ***

Name of Offeror or Contractor: SAINT AMBROSE COLLEGE

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001 | <div>SUPPLIES OR SERVICES AND PRICES/COSTS</div> <div>Supplies or Services and Prices/Costs</div> <div>UNDERGRADUATE COURSES</div> <div>SECURITY CLASS: Unclassified</div> <div>Deliveries or Performance</div> <div>DLVR SCHPERF COMPL</div> <div>REL CDQUANTITYDATE</div> <div>0010</div> | | | | |

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SPECIAL CONTRACT REQUIREMENTS

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|-------------------------|-------------------------------------|-------------|
| 1 | 52.233-4501 TACOM-RI | ALTERNATIVE DISPUTES REVIEW PROCESS | MAY/1994 |

- (a) In order to assist in the timely resolution of disputes or claims arising out of this project, this contract clause establishes an alternative disputes review process, to be brought into play by mutual agreement of the parties. When deemed mutually beneficial, a disputes review board will consider disputes referred to it and will provide non-binding recommendations to assist in the resolution of the differences between the Government and System Contractor (SC). Specific procedures to be followed for disputes by the Disputes Review Board will be decided upon by the Government and SC. Nothing herein shall limit the right of the parties to agree to any or all other alternate disputes review processes. However, the procedures below are general guides for establishing such procedures.
- (b) Should a dispute arise between the Government and SC, either party may propose utilization of these procedures; and, upon agreement of both parties, the matter(s) in issue will be referred to the disputes review board. If such submittal to the board is not agreed to by the parties, the matter will be pursued under the normal claims and appeal procedures in accordance with FAR 52.233-1, Disputes - Alternate I, of the contract.
- (c) The Disputes Review Board shall consist of one member selected by the Government and one member selected by the SC. The first two members shall be mutually acceptable to both the Government and the SC. The parties shall exchange lists of three individuals acceptable as a board member. The Government and the SC shall each select one individual from the other's list. If no individual on the first list is acceptable to the other party, a second list with three individuals will be proposed. If no one on the second list is acceptable to the other party, the selection process shall not continue and the mutual decision to submit the dispute to a Disputes Review Board shall be considered terminated.
- (d) The two members acceptable to the Government and the SC will independently select the third member from a list of 10 names developed by the Government of individuals respected in the field of engineering and construction for their ability and integrity, one of whom should be acceptable. If the two members are unable to select the third member from this list, the decision to submit the dispute to a disputes review board shall be considered terminated. Except for fee-based consulting services on other projects, no board member shall have been employed by either party within a period of two years prior to award of the contract.
- (e) The Government and the SC shall each be afforded an opportunity to be heard by the disputes review board and to offer evidence. The procedures for conducting such hearing shall be as mutually agreed to by Government and SC. The disputes review board recommendations toward resolution of a dispute will be given in writing to both the Government and the SC within 30 calendar days following conclusion of the proceedings before the disputes review board. Such recommendations are advisory and non-binding upon both the Government and the SC.
- (f) Within 30 calendar days of receiving the disputes review board's recommendations, both the Government and the SC shall respond to the other in writing, signifying that the dispute is either resolved or remains unresolved. If the Government and the SC are able to resolve their dispute, the Government will expeditiously process any required contract modifications. Should the dispute remain unresolved after 30 calendar days following receipt of the Board's recommendations, the procedure will terminate and the SC will be entitled to pursue his claim under the disputes process.
- (g) If at any time during the existence of the contract, the parties mutually agree that a disputes review board should be established for work performed under this contract, the Government and the SC shall commence the selection procedures, as above, and negotiate an agreement with their member within 30 calendar days. The selection of the disputes review board alternative disputes review procedure for resolution of contract disputes shall be void if the two members are unable to select a third member within 30 calendar days. This board shall serve during the existence of the contract, to attempt resolution of other disputes which may be mutually referred to the board.
- (h) In appropriate cases, the SC and the Government may agree that a dispute should be submitted to the disputes review board, but that the dispute only warrants the mediation efforts of one board member. In such cases, the third board member will mediate the dispute without participation of the other two members.
- (i) The disputes review board will formulate its own rules of operation, and may request of the Government that they visit the site to familiarize themselves with the controversy.
- (j) Should the need arise to appoint a replacement board member, the replacement member shall be appointed in the same manner as the original board members were appointed. The selection of a replacement board member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 30 calendar days.
- (k) Compensation for the disputes review board members, and the expenses of operation of the board, shall be shared by the

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Government and contractor in accordance with the following:

- (1) The Government will compensate directly the wages and travel expense for its selected member.
- (2) The SC shall compensate directly the wages and travel expense for its member.
- (3) The Government and SC will share equally in the third member's wages and travel, and all other expenses of the board.
- (4) The Government, at its expense, will provide administrative services, such as conference facilities and secretarial services, to the board.
- (l) The establishment of the alternate disputes resolution procedure under this contract may be terminated at any time by written notice on the other party. Board members may withdraw from the board by providing notice. Board members may be terminated for cause only by their original appointer. Therefore, the Government may only terminate the Government's appointed member, the SC may only terminate the SC's appointed member, and the first two members must mutually agree to terminate the third member.
- (m) The principal objective of the disputes review board is to assist in the resolution of disputes which would otherwise likely be resolved through the traditional litigation processes. It is intended that if mutually agreed to by the parties to constitute a disputes review board for the purpose of attempting to resolve contract disputes, that the mere existence of the board will encourage the Government and the SC to resolve potential disputes without the necessity of resorting to the formal appeal procedure under the Disputes clause of the contract.
- (n) Primarily, the board will consider claims and disputes involving interpretation of the plans and/or specifications delays, acceleration of the work, scheduling, classification of extra work, changed conditions, design changes, and the like.
- (o) If the board's recommendations do not resolve the dispute, all board findings and written recommendations, including any minority reports, will be inadmissible in any subsequent litigation or hearing before the boards or courts contemplated by the Disputes clause procedures, involving the dispute at issue.

(End of Clause)

(HS7000)

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| 2 | 52.239-4500 | YEAR 2000 (Y2K) COMPLIANCE | NOV/1998 |
| | TACOM-RI | | |
- a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.
 - b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

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CONTRACT CLAUSES

| | Regulatory Cite | Title | Date |
|---|-----------------|---|----------|
| 1 | 52.212-5 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS | JUN/2000 |
| (a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: | | | |
| (1) 52.222-3, Convict Labor (E.O. 11755); and | | | |
| (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067). | | | |
| (3) 52.233-3, Protest after Award (31 U.S.C. 3553). | | | |
| (b) The Contractor agrees to comply with the FAR and FIRMR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: | | | |
| ____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402). | | | |
| ____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999). | | | |
| ____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer). | | | |
| ____(4) (i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). | | | |
| ____(ii.) Alternate I to 52.219-5. | | | |
| ____(iii.) Alternate II to 52.219-5. | | | |
| ____(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)); | | | |
| ____(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)); | | | |
| ____(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)). | | | |
| ____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer). | | | |
| ____(ii) Alternate I of 52.219-23 | | | |
| ____(9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323). | | | |
| ____(10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323). | | | |
| ____(11) 52.222-21, Prohibition of Segregated Facilities (Feb 99). | | | |
| <u> X </u> (12) 52.222-26, Equal Opportunity (E.O. 11246). | | | |
| <u> X </u> (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212). | | | |
| <u> X </u> (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793). | | | |
| <u> X </u> (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212). | | | |
| ____(16) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d). | | | |
| ____(17)(i.) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of | | | |

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Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).

- _____ (ii.) Alternate I of 52.225-3.
- _____ (iii.) Alternate II of 52.225-3.
- _____ (18) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)
- _____ (19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- _____ (20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- _____ (21)Reserved.
- _____ (22) 52.232-33,Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).
- _____ (23) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).
- _____ (24) 52.232-36, Payment by Third Party (31 U.S.C.3332).
- _____ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)
- _____ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- _____ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- _____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

- (1) 52.222-26, Equal Opportunity (E.O. 11246);

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(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a)); and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

(IF6260)

2 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from August 1, 2000 through October 31, 2002.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

3 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) class with ten (10) students, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of six (6) classes or 180 students;

(2) Any order for a combination of items in excess of six (6) classes or more than 30 students per class; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

4 52.216-22 INDEFINITE QUANTITY OCT/1995

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- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after October 31, 2002.

(End of clause)

(IF6036)

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| CONTINUATION SHEET | Reference No. of Document Being Continued | | Page 11 of 11 |
| | PIIN/SIIN DAAE20-00-D-0041 | MOD/AMD | |
| Name of Offeror or Contractor: SAINT AMBROSE COLLEGE | | | |

LIST OF ATTACHMENTS

| List of Addenda | Title | Date | Number of Pages | Transmitted By |
|--|----------------------------|------|--------------------|----------------|
| Attachment 001 | PERFORMANCE WORK STATEMENT | | 002 | |
| The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at http://aaais.ria.army.mil/aaais/SOLINFO/index.htm . Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote. | | | | |

| List of Addenda | Title | Date | Number of Pages |
|--------------------|---|---------|--------------------|
| Attachment 1A | Instruction for Completed DD Form 1423 | JUN 90 | 1 Pg |
| Attachment 2A | IOC Form 715-3 | FEB 96 | 2 Pgs |
| Attachment 3A | AMCCOM Form 71-R | 01OCT88 | 2 Pgs |
| Attachment 4A | Guidance on Document of Contractor Data Requirements List (CDRL) | | 2 Pgs |
| Attachment 5A | Disclosure of Lobbying Activities (SF-LLL) | | 3 Pgs |

(End of Clause)

(JS7001)